

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

ROBERT CHRISTOPHER,

Plaintiff(s),

v.

NCO FINANCIAL SYSTEMS, INC.,

Defendant(s).

12-cv-04279

OFFER OF JUDGMENT

Dated: October 23, 2012

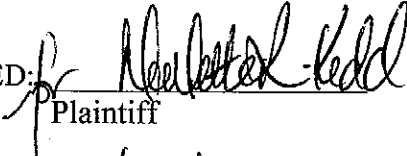
TO: Robert Christopher, (hereinafter "Plaintiff"), by and through Plaintiff's attorney, Novlette Rosemarie Kidd, Fagenson & Puglisi, 450 Seventh Avenue, Suite 704, New York, NY 10123.

Pursuant to Fed. R. Civ. P. 68, Defendant, NCO Financial Systems, Inc., (hereinafter "NCO") hereby offers to allow judgment to be taken against it in favor of Plaintiff, as follows:

1. Judgment shall be entered against NCO for damages in the total amount of One Thousand Five Hundred and No/100 Dollars (\$1,500) for damages incurred by Plaintiff as a result of NCO's alleged violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692, *et seq.* and New York General Business Law § 349;
2. In addition, the Judgment entered shall include an additional amount for Plaintiff's reasonable costs and attorney's fees either: 1) as agreed to by counsel for the parties; or 2) in the event counsel cannot agree, as determined by the Court upon application by Plaintiff's counsel;
3. The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against NCO, said judgment shall have no effect whatsoever except in settlement of those claims;
4. This Offer of Judgment is made solely for the purposes specified in Fed. R. Civ. P. 68, and is not to be construed either as an admission that NCO is liable in this

action, or that Plaintiff has suffered any damage;

5. In accordance with Fed. R. Civ. P. 68, if this Offer of Judgment is not accepted by Plaintiff within 14 days after service of the Offer, the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If this Offer of Judgment is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, the Plaintiff must pay his costs incurred after making this Offer, as well as the costs of NCO as allowed by the law of this Circuit.

ACCEPTED: 
Plaintiff

DATE: 10/23/12

Respectfully Submitted

/s/Aaron R. Easley

Aaron R. Easley, Esq. (ae9922)

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Attorney for Defendant

NCO Financial Systems, Inc.

CERTIFICATE OF SERVICE

I, NOVLETTE R. KIDD, hereby certify that on this 23rd day of October, 2012 a copy of the foregoing Offer of Judgment with Notice of Acceptance was filed electronically in the Court's Electronic Case Filing System. Notice of this filing will be sent to all parties of record, including defendant's counsel as described below. Parties may access this filing through the Court's Electronic Case Filing System.

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/s/ Novlette R. Kidd
NOVLETTE R. KIDD, ESQ.
Attorney for Plaintiff